

Welcome to OnGas

Bottled gas supply

Terms and conditions



www.ongas.co.nz

The OnGas logo features the word "OnGas" in a white, bold, sans-serif font with a stylized arrowhead pointing left through the letter "O". It is set against a light green circular background.The LPG logo consists of the letters "LPG" in a white, bold, sans-serif font, centered within a red teardrop-shaped background.

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Welcome to OnGas

More and more people are discovering the joys and simplicity of living with gas. Whether it's for endless hot showers, cooking the perfect meal, heating your home or enhancing your outdoor lifestyle, OnGas is always ready when you are, for as long as you want it.

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Never run out of gas

Reorder and refill of cylinders

To ensure you have a continuous supply of gas, OnGas recommends your cylinder station is equipped with an “autochange regulator” (pictured below).

Several types are available and all autochange regulators use a visual indicator to advise you when a cylinder has become empty and has switched over to draw gas from the other cylinder.

While some indicators start off green and others clear, they all turn red when the first cylinder is empty. Do not touch or turn the dial. When you see it turn red, that’s your signal to call OnGas for a refill delivery. We will pick up the empty cylinder and replace it with a full one, and reset the regulator.

If your cylinder station has a “manual” regulator, you will need to turn on the valve on your reserve cylinder once the first cylinder is empty. Gas is then drawn from the reserve cylinder.

To order a new bottle phone **0800 84 12 12** or order online at www.ongas.co.nz. We’ll replace your empty bottle within 5 working days. Don’t worry about running out. Under normal conditions, your second bottle has more than enough gas to cover your usage until the new bottle is delivered.

We can arrange to replace your bottle even if you are not going to be home – unless the area where you keep your bottles is locked or guarded by dogs. In that case, please ring and make these arrangements with our customer service team when you order gas.

Reading an autochange regulator



Green or clear indicator means the cylinder has gas.



Red indicator with arrow means the cylinder is empty, and gas is now drawing from the other cylinder.

Call to re-order a replacement cylinder.

Do not touch/alter the indicator dial.

The OnGas delivery driver will reset it when they replace the cylinder.

Easy ways to pay

OnGas offers a range of payment options designed to make paying your gas bill easy.

1 Direct debit

Take the hassle out of remembering to pay your bills each month. Get us to do it! Call our Customer Services team on **0800 84 12 12** for a Direct Debit Authority or download one from www.ongas.co.nz.

When you've filled it out, return it to us, and we'll take care of lodging it with your bank. You'll receive your gas bill just like you always have. The only difference will be in the details of the amount that will be debited from your bank account, and the date that you can expect it to be debited.

2 Paying by internet banking

For easy online payment, just select ONGAS LPG GAS from your bank's "Payee List". Then when the bill arrives, you can transfer the due amount.

IMPORTANT!

Please enter the following details so we can identify your payment:

Particulars: Your customer number starting with "99"

Code: Optional (eg. your statement number)

Reference: Your name from invoice/statement

3 Telephone banking

Paying your gas bill with touchtone telephone banking is easy, convenient and economical. Talk to your local bank about how to set this up for you.

4 Cheque

If you prefer to pay by cheque, simply post it along with your remittance advice in the re-usable, re-sealable envelope your bill arrived in. No stamp is required.

5 Over the counter

Any branch of PostShop will accept cash, EFTPOS or cheque payment. So we can identify your payment as coming from you, please ask the bank to enter your OnGas Customer Number as reference.

6 Credit Card

Go to www.ongas.co.nz to pay by Visa or Mastercard via a secure DPS site.

Safety

LPG bottled gas systems are very safe, but as with any fuel gas must be treated with respect. There are very strict regulations governing the ways that bottled gas can be stored and handled, and retailers are also required to meet certain standards.

When bottles are refilled at the filling stations they are tested for faults. The bottles are also leak tested when they are reconnected to your house.



How do you know if there is a gas leak?

You'll smell it. We are required by law to odourise our gas with a strong pungent smell, so that you can easily detect any leakage.

What do you do if you smell gas?

If you can smell gas around your appliances:

- Turn the appliance off.
- If you can still smell gas, turn off the cylinder flow by screwing down the valve on top of each cylinder.
- Open doors and windows to air the area.
- Don't light anything.
- Call a local gasfitter and ask them to come out and check the appliances and gas systems. You'll find gasfitters listed in the Yellow Pages, or simply call us on **0800 84 12 12** and we will direct you to a gasfitter in your area.

If there is a strong smell of gas around the bottles:

- Turn off the cylinder flow by screwing down the valve on top of each cylinder.
- Don't light anything.
- Call a local gasfitter and ask them to come out and check the appliances and gas systems. You'll find gasfitters listed in the Yellow Pages, or simply call us on **0800 84 12 12** and we will direct you to a gasfitter in your area.

What do you do if the appliance doesn't work?

There are two basic checks to do when your appliance doesn't appear to be working:

- Check the indicator on the regulator to see if it has turned red. If so, you may need to order a new bottle of gas.
- If the indicator shows there is still gas in at least one of the bottles check for simple explanations, such as a pilot light having gone out.

When you can't work out what the problem is, call a local gasfitter and ask them to check your appliance(s).

How often should appliances be serviced?

We recommend that you have your appliances serviced regularly by a registered gasfitter.

Cylinder installation

All LPG cylinder installations must meet the requirements of the Gas (Safety and Measurement) Regulations 2010. For more information refer to the LPG Association's Code of Practice number 2 "Installation and maintenance of twin 45kg LPG cylinder systems" (www.lpga.co.nz).

For cylinder installations over 100kg (eg more than two cylinders), by law a current location certificate is required and must be available/kept for presentation on request.

Certification

When any gasfitting work is carried out at your home, **it is a legal requirement** that the gasfitter completes a "Gas Certification Certificate". This details the work undertaken and that it has been completed in accordance with the regulatory requirements, and that your system and appliances have been tested and are safe.

The gasfitter should **leave a copy of the certificate with you**, the homeowner. You must keep the copies of these certificates. If you have had work completed and do not hold such a certificate, you are entitled to request this from your gasfitter who is required by regulation to give this to you.

All gasfitters should comply with the LPG Association Code of Practice 2003. OnGas promotes this code of practice with our approved retailers and gasfitters.

About OnGas

OnGas is one of New Zealand's largest LPG suppliers, and has been trading under its current name since 2001. As part of the Vector group of companies, OnGas distributes and sells LPG, propane, and butane to industrial, commercial, residential and automotive markets. Our products and services are supplied through our own network of OnGas branches, through BP service stations and strategic nationwide channel partners.

Vector

Vector is New Zealand's leading multi network infrastructure company. Our group owns and manages a range of energy, technology and service businesses and assets, which touch more than one million homes and businesses.

We own and operate electricity distribution networks and high speed fibre-optic networks in Auckland and Wellington, gas processing, transmission and distribution networks and LPG processing and sales.



OnGas terms and conditions

Agreement for supply

1. INTRODUCTION

1.1 These are the terms and conditions on which On Gas Limited agrees to supply Gas and Equipment to you.

1.2 The effective date of this Agreement is the delivery date of your first gas cylinder.

1.3 Definitions used:

“Agreement” means these OnGas Terms and Conditions (including the Pricing Schedule).

“Equipment” means the gas cylinder(s) and any other gas supply equipment supplied to you by On Gas Limited.

“Gas” means Liquefied Petroleum Gas.

“OGL”, “we”, “us” or “our” has been used for On Gas Limited.

“Pricing Plan” means the pricing plan set out in the “Get OnGas – LPG for your home” brochure for the North Island or South Island (as applicable), which you hereby acknowledge receipt of, or any brochure or other document in substitution for that brochure.

“Property” means the property to which we will deliver Gas under this Agreement.

“Public Notice” means notice in your local newspaper.

“Rental” means the annual rental for the Equipment set out in the Pricing Plan.

“You” and “your” means the customer party to this Agreement.

1.4 We may make changes to this Agreement (including the Pricing Plan) at any time and from time to time. We will notify you of any changes by writing to you or by Public Notice at least two weeks before the changes come into effect (you acknowledge and agree that such written notice may be included in an invoice sent to you under clause 6.2 of this Agreement).

2. EQUIPMENT

2.1 We will deliver the Equipment to you and you will pay us the Rental for the use of the Equipment. The Rental is an annual sum payable in full in advance at the beginning of each 12-month period of this Agreement.

2.2 The Equipment will remain our property at all times and may not be sold, rented, charged or otherwise transferred by you without our prior written consent.

2.3 You will keep the Equipment safe, in good condition and on the Property. You will notify us of any damage to the Equipment and will not undertake any work on the Equipment except where authorised by us. Subject to clause 8.3 below, you will pay us the full replacement or repair costs in respect of any lost or damaged Equipment (except where we have caused the loss or damage).

2.4 We may come onto the Property to inspect the Equipment at any time, provided we give reasonable notice. We will normally only access your property during business hours. However, in an emergency you will need to give us access immediately if required.

2.5 Notwithstanding anything to the contrary in clause 2.2 above, you agree that you own any regulators at the Property that were supplied by us prior to 31 August 2006.

3. DELIVERY, RISK AND TITLE

3.1 We will use our reasonable endeavours to deliver the gas cylinders to you within 5 working days of receiving your instructions. Deliveries will be made during normal business hours unless otherwise agreed with you.

3.2 If urgent delivery is required within 24 hours or outside our usual business hours, we will consider all requests and if we are able to deliver, we will do so. You must pay us a fee (in accordance with our current delivery rates) for any such urgent deliveries or deliveries outside our usual business hours.

3.3 You must provide us with safe and easy access to the Property (including keeping any dog or other dangerous animal under control) to enable delivery of the Gas and Equipment. You may be charged an additional fee if the Property does not meet our normal delivery conditions.

3.4 Gas is deemed to have been delivered to the Property when the Gas cylinders are unloaded at the Property, and property and risk in the Gas passes from us to you upon delivery.

3.5 We will be under no obligation to deliver Gas to you if and for so long as you are in default of any obligation under this Agreement (including payment of any amount owing by you to us plus interest).

3.6 Risk in the Equipment (including any Gas contained in such Equipment) will pass back to us when we collect the Equipment.

4. TERMINATION

4.1 You may terminate this Agreement at any time by giving us three weeks written notice (in your notice you must also give us your new forwarding address).

4.2 We may terminate this Agreement at any time by giving you two weeks written notice. We may terminate this Agreement immediately and without notice if you:

- (a) fail to pay any money payable to us under this Agreement by the due date for payment; or
- (b) tamper or interfere with any of the Equipment or breach any terms of this Agreement.

4.3 You agree that upon termination of this Agreement you will not be entitled to any refund (in whole or in part) of the Rental (unless you have punctually performed all of your obligations

under this Agreement for a continuous period of at least one year immediately prior to termination) and will:

- (a) pay us for all amounts owing by you to us under this Agreement;
- (b) allow us to immediately enter the Property and collect the Equipment.

4.4 If you move house or leave the Property permanently, you must give us at least three weeks written notice prior to vacating the Property. This time allows us to either make arrangements with you in respect of your new property and with the new owner of the Property or to terminate this Agreement. If you do not give us at least three weeks written notice, you will be liable to pay for Gas used at the Property and any damage to, or loss of, the Equipment until such time as this Agreement is terminated.

4.5 If the new occupier of the Property does not immediately enter into an agreement with us, we will collect the Equipment from the Property as soon as is reasonably practical (but will not be liable to you for any delay in collecting the Equipment) and you must pay us (in addition to any other money payable by you to us) a fee for doing so.

5. SAFETY

5.1 You will use the Gas and Equipment in a manner which complies at all times with any relevant laws and regulations. You agree that we may suspend delivery of Gas at any time, and will not be liable to you in any way for doing so, if we think the Property is unsafe or if we consider that the delivery conditions at the Property represent a hazard to our delivery drivers.

5.2 You will ensure that your current gas installation has been certified by a registered gasfitter in accordance with regulations under the Gas Act 1992 (and provide us with reasonable proof of this if requested by us). If you store more than 100kgs of Gas (for example, if you have more than the standard two 45kg cylinders) on the Property, you must obtain a current site location certificate in accordance with the Hazardous Substances and New Organisms Act 1996 and associated regulations.

5.3 You will use all Gas and Equipment in a safe and prudent manner, notify us immediately if you suspect any defect in the Equipment (such as an unintended escape of Gas from the Equipment) and not relocate, remove or tamper or interfere with any Equipment.

6. PRICES/FEES AND PAYMENT

6.1 Unless we have agreed otherwise with you in writing, you will be charged for the Gas in accordance with the Pricing Plan.

6.2 Each month you will receive an invoice for our charges for the Gas unless, as at the date that such invoice would otherwise be issued, there has been no activity on your account under this Agreement since the period covered by the previous invoice sent by us to you under this Agreement. The invoice may be sent to you by us or by a third party, and will specify the ways in which you can pay the amount owing by you to us.

6.3 All money owing by you to us must be paid in full (without deduction or set off) by the due date on your invoice. Without prejudice to our other rights and remedies (including the right to terminate this Agreement), we may charge you interest on overdue accounts at the rate of 2.5% per month until the date we receive payment in full from you.

6.4 You will pay any costs incurred by us (including debt collection fees and solicitors' costs) in recovering or attempting to recover any outstanding money from you.

7. PRIVACY ACT

7.1 In the event that any personal information (as that term is defined in the Privacy Act 1993) regarding you is disclosed to us under or in relation to this Agreement, the use, disclosure and security of that information (and your access to it) will be as set out in the privacy policy of our parent company, Vector Limited (the privacy policy can be found at www.vector.co.nz).

8. GENERAL

8.1 All rights of OGL shall remain in force notwithstanding any delay or forbearance of enforcement and no waiver by us shall arise under any circumstances unless such waiver has been expressly agreed to in writing by OGL.

8.2 Except to the extent provided in the Consumer Guarantees Act 1993, we shall not be liable to you, or to anyone else for any breach of this Agreement or for any expenses, losses or damage (whether foreseeable or not) to you, other persons or to any property. To the extent we are liable, our liability will (to the extent permitted by law) be limited to the price paid by you for the Gas or Equipment supplied by us which gave rise to the claim. We are not liable in any circumstances for consequential losses, indirect losses, loss of profits or similar claims.

8.3 To the extent permitted by law, OGL is not liable for any loss or damage arising from an event beyond our control and which prevents us from carrying out our responsibilities under this Agreement.

8.4 You indemnify us in respect of all claims, demands, actions, suits, proceedings, damages, losses and expenses of any nature, arising out of or in connection with any damage or loss to any third party from the Gas and/or Equipment while they are in your possession.

8.5 You may not transfer or assign any of your rights or responsibilities under this Agreement without our written agreement. We may transfer or assign all or any part of our responsibilities under this Agreement. Notice of the transfer will be given to you either in writing or by Public Notice.

8.6 The benefits of this clause 8 extend to our employees and agents for the purposes of the Contracts (Privity) Act 1982.

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